REMARKS

Claims 1-19 are currently active.

Claims 1, 10 and 19 have been amended.

Antecedent support for the limitation "that integrates cloud and pipe service into a single provisioning model by describing network services in terms of what is experienced by an end user's edge devices and by determining a number of transit QOS constraints including network devices supporting a service-level agreement and a core network must be bi-connected" is found on page 6, lines 3-13 and 18-22. Antecedent support for the limitation "said service-level agreement template including a cloud SLA GUI template, cloud SLA defaults, a VPN GUI template, and VPN constraints" is found page 6, line 33-page 7, line 1.

The Examiner has rejected Claims 1-19 as being anticipated by El-Fekih. Applicant respectfully traverses this rejection.

El-Fekih teaches methods, systems, and computer program products for managing a service provided by a network. El-Fekih teaches a network 22, a service management system 24 and a network management 26 that may be used to interface the service management system 24 in the network 22. The network 22 may include one or more core

network elements in one or more access network elements. The access network elements comprise those network elements that are configured at the edge of the network and provide access to the network for access devices from another public or private network. The accessed network elements may include one or more ports through which a user network interface or network interface may be defined. The service management system 24 may communicate with the access network elements and/or the core network elements to collect performance, configuration, topology, timing, and/or a traffic data therefrom. The data collected by the service management system are stored in repositories for use by other applications. Client applications may communicate with the service management system to access reports generated by the service management system based on analysis of the collected data and to manage the services provided by the network. Capacity planning applications may communicate with the service management system to a system administrator in shaping/configuring a topology/shape of the network and/or to distribute traffic carried by the network. Billing applications may communicate with the service management system to generate bills based on analysis of the data collected from the network. The service provisioning applications may communicate with the service management system to facilitate the introduction of new services into the network.

The service management system and/or data processing systems supporting the client applications, the capacity planning applications, the billing applications, and the service provisioning applications may be configured with computational, storage, and control program resident resources for managing service quality.

El-Fekih teaches when purchasing ATM service, a customer may be provided with a choice of the following various ATM service classes. A service provider may logically partition the network into one on more virtual private networks in which a public network appears to a customer as a private network. The service management system may be embodied as a data processing system. Embodiments of the data processing system may include input devices such as a keyboard or keypad or display in a memory that communicates with a processor.

A memory 84 may hold four major categories of software and data: a mediation facilities program module, an adaption facilities program module, and access/interface facilities program module and a common facilities program module. The mediation facilities module may be configured to collect data and other service and network information from the network. A service contract manager module may be configured to create, remove and maintain information that is associated with a service-level agreement between a service provider and a customer of the service provider. The service contract manager module may also contain validation rules, crediting rules, and/or business rules to assure the integrity of the service-level agreement information that is contained in a local repository. See paragraph 44.

A service contract manager module may be configured to use service quality information obtained from websites, other systems, and/or from a local repository to determine whether the service provider provided by a service provider or the traffic generated

by a customer is in conformance with a service-level agreement generated and maintained by the service contract module. See paragraph 45.

The service contract viewer module may be configured to cooperate with the service contract manager module to generate an SLA and to request and receive conformance reports that indicate whether the SLA is being adhered to. The data may include multiple conformance categories that may be based on availability, delay, errors, restore time, and/or time between outages. See paragraph 66.

The service management system may include a service contract manager module to may cooperate with a service contract viewer module executing on the client computer system to generate and maintain an SLA. In general, an SLA is a contract between a service provider and its customers that specifies the various quality parameters and quality levels the service provider agrees to provide. Although the SLA is typically based on a service entity, the various quality parameters may be VPN-based, VC based, and/or NI based. Embodiments may be used to manage an SLA between a service provider and a customer of the service provider by first generating an SLA template or package, similar to a service package, and then associating the SLA template with a particular customer and service to create an SLA contract. See paragraph 102.

As is clearly apparent from the above description and teachings of El-Fekih, there is no teaching or suggestion of "forming a service-level agreement template that integrates cloud and pipe service models into a single provisioning model," as found in the amended claims. In fact, El-Fekih is completely silent regarding cloud and pipe service models, let alone integrating them into a single provisioning model. To further stress this point, the limitation "said service-level agreement template including a cloud SLA GUI template, cloud SLA defaults, a VPN GUI template, and VPN constraints" has been introduced into the independent claims. El-Fekih does not teach or suggest this limitation either. Accordingly, El-Fekih does not anticipate Claims 1-19 of applicant's claimed invention, as amended.

In view of the foregoing amendments and remarks, it is respectfully requested that the outstanding rejections and objections to this application be reconsidered and withdrawn, and Claims 1-19, now in this application be allowed.

Respectfully submitted,

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